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**LOS ANGELES  
SUPERIOR COURT**

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES, CENTRAL DISTRICT

Socius CG II, Ltd.,  
Plaintiff,  
v.  
Bergio International, Inc. and Does 1-10  
Inclusive,  
Defendants.

Case No. BC430689  
Assigned For All Purposes To:  
Hon. Mary Ann Murphy, Dept. 25  
**[PROPOSED] ORDER APPROVING  
STIPULATION FOR SETTLEMENT OF  
CLAIM**  
Date: February 4, 2010  
Time: 8:30 a.m.  
Dept.: 25  
Complaint Filed: January 28, 2010  
Trial Date: None Set

The Ex Parte Application To Approve Stipulation For Settlement Of Claims, filed by Plaintiff Socius CG II, Ltd. ("Socius") and joined by Defendant Bergio International, Inc., formerly known as Alba Mineral Exploration, Inc. ("Bergio" or the "Company"), came on for hearing on February 4, 2010 at 8:30 a.m. in Department 25 of the above-entitled court, the Honorable Mary Ann Murphy, Judge presiding.

The Court, having reviewed the Ex Parte Application To Approve Stipulation For Settlement Of Claim in the above-captioned matter, having been presented with a Stipulation for Settlement of the Claim (the "Stipulation"), a copy of which is attached as Exhibit "A" to the Ex Parte Application,

1 and after a hearing upon the fairness, adequacy and reasonableness of the terms and conditions of the  
2 issuance of Bergio's shares of common stock to Socius in exchange for the extinguishment of said  
3 claims, **IT IS THEREFORE ORDERED AS FOLLOWS:**

4 1. The Stipulation is approved in its entirety;

5 2. In full and final settlement of the claim against Bergio in the total amount of \$700,000  
6 which Socius purchased from Columbia Bank, arising out of a loan by Columbia Bank to Bergio (by  
7 and through its predecessor DIII), in the principal amount of \$700,000 (Loan No. 21175), which is  
8 currently past due in the full amount (the "Claim"), Bergio will issue and deliver to Socius 5,700,000  
9 shares of common stock, par value \$0.01 per share, of Bergio, subject to adjustment as set forth in  
10 paragraph 4. This action is hereby dismissed with prejudice, provided that the court shall retain  
11 jurisdiction with regard to the Claim to enforce the terms of this Order.

12 3. No later than the first business day following the date that Bergio receives notice that  
13 the Order has been entered, Bergio shall: (i) immediately issue 5,700,000 shares of common stock to  
14 Socius or its designee's balance account with The Depository Trust Company (DTC) through the Fast  
15 Automated Securities Transfer (FAST) Program of DTC's Deposit/Withdrawal Agent Commission  
16 (DWAC) system, without any restriction on transfer, time being of the essence, by transmitting by  
17 facsimile and overnight delivery such irrevocable and unconditional instruction to Bergio's stock  
18 transfer agent and (ii) cause its legal counsel to issue an opinion to Bergio's transfer agent that the  
19 shares may be so transferred.

20 4. The number of shares to be issued under this agreement is subject to adjustment as  
21 follows: in the event that the number of VWAP Shares (as described below) exceeds the number of  
22 Settlement Shares initially issued, then Bergio will issue to Socius additional shares of Bergio's  
23 common stock equal to the difference between the number of VWAP Shares and the number of  
24 Settlement Shares initially issued. In the event that the number of VWAP Shares is less than the  
25 number of Settlement Shares initially issued, then Socius will return to Bergio for cancellation that  
26 number of shares as equals the difference between the number of VWAP Shares and the number of  
27 Settlement Shares initially issued.

1           a.       The number of VWAP Shares is equal to (i) 700,000 plus Socius' legal fees, (ii)  
2 divided by 75% of the volume weighted average price (the "VWAP") of Bergio's common stock over  
3 the 20-day trading period immediately following the date on which the Settlement Shares were issued.

4           5.       For so long as Socius or any of its affiliates holds any shares of common stock of  
5 Bergio, neither Socius nor any of its affiliates will: (i) vote any shares of Common Stock owned or  
6 controlled by it, or solicit any proxies or seek to advise or influence any person with respect to any  
7 voting securities of the Company; or (ii) engage or participate in any actions, plans or proposals which  
8 relate to or would result in (a) Socius or any of its affiliates acquiring additional securities of the  
9 Company, alone or together with any other person, which would result in Socius and its affiliates  
10 collectively beneficially owning or controlling more than 9.99% of the total outstanding Common  
11 Stock or other voting securities of the Company, (b) an extraordinary corporate transaction, such as a  
12 merger, reorganization or liquidation, involving the Company or any of its subsidiaries, (c) a sale or  
13 transfer of a material amount of assets of the Company or any of its subsidiaries, (d) any change in the  
14 present board of directors or management of the Company, including any plans or proposals to change  
15 the number or term of directors or to fill any existing vacancies on the board, (e) any material change  
16 in the present capitalization or dividend policy of the Company, (f) any other material change in the  
17 Company's business or corporate structure, including but not limited to, if the Company is a registered  
18 closed-end investment company, any plans or proposals to make any changes in its investment policy  
19 for which a vote is required by Section 13 of the Investment Company Act of 1940, (g) changes in the  
20 Company's charter, bylaws or instruments corresponding thereto or other actions which may impede  
21 the acquisition of control of the Company by any Person, (h) causing a class of securities of the  
22 Company to be delisted from a national securities exchange or to cease to be authorized to be quoted  
23 in an inter-dealer quotation system of a registered national securities association, (i) causing a class of  
24 equity securities of the Company becoming eligible for termination of registration pursuant to Section  
25 12(g)(4) of the Act, or (j) taking any action, intention, plan or arrangement similar to any of those  
26 enumerated above. The provisions of this paragraph may not be modified or waived without further  
27 order of the Court.

28           6.       The Stipulation and this Order may be enforced by any party to the Stipulation by a

1 motion under California Code of Civil Procedure section 664.6, or by any procedure permitted by law  
2 in the Superior Court of Los Angeles County. Pursuant to the Stipulation, each party thereto further  
3 waives a statement of decision, and the right to appeal from this Order after entry. Except as  
4 expressly provided in Paragraph 4 above, each party shall bear its own attorney's fees, expenses and  
5 costs with regard to this Stipulation and Order.

6 **IT IS SO ORDERED.**

7  
8 DATED: FEB 04 2010

**MARY ANN MURPHY**

JUDGE OF THE SUPERIOR COURT

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